

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8
ITS COMMUNICATION INFRASTRUCTURE PROJECT**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8, made and entered into this 14 day of JULY, 2011, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY", the County of Clark, hereinafter referred to as "COUNTY" a political subdivision of the State of Nevada, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WHEREAS, the parties hereto previously entered into an Interlocal Contract on March 11, 2004 and supplemental interlocal contracts on October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009 and October 8, 2009 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable, located partially within the CITY and partially within the COUNTY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to extend the project completion date; and,

WHEREAS, the RTC desires to update general section of the contract.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION III – GENERAL shall be revised to read as follows:

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.
5. Upon completion of the construction of the Project, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The Project must be completed to the satisfaction of the RTC prior to June 30, 2013. The

RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of the Interlocal Contract dated March 11, 2004, and supplemental interlocal contracts dated October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009 and October 8, 2009 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 8 is effective as of the date first set forth above.

Date of Commission Action:

July 14, 11

REGIONAL TRANSPORTATION COMMISSION

BY:

Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Council Action:

10/5/2011

CITY OF LAS VEGAS

BY:

Carolyn Goodman
CAROLYN GOODMAN, Mayor

Attest:

Beverly K. Bridges
BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla
Deputy City Attorney

8/2/11

Date

John S. Ridilla
Deputy City Attorney